

AFFIDAVIT OF TAMMIE KNAPPER

I, Tammie C. Knapper, hereby declare and state as follows:

1. I am the Director, HR Technology for Charter Communications, LLC (“Charter” or the “Company”). I have been employed by Charter in that position since June 2016. As part of my duties as the Director, HR Technology, I am responsible for managing and implementing changes related to PeopleSoft, a system used by Charter to electronically collect, maintain, and report on, employee information.

2. I am over the age of 18 and competent to give this affidavit (“Affidavit”). The statements contained in this Affidavit are based on my personal knowledge and a review of Charter’s business records. If called and sworn as a witness, I would and could testify competently to the matters set forth herein.

3. I submit this Affidavit as Charter’s authorized corporate representative, and therefore, the statements contained herein are the statements of the Company.

4. Solution Channel is Charter’s employment-based legal dispute resolution program (“the Program”).

5. On October 6, 2017, Charter announced the Program by email to all non-union employees below the level of Executive Vice President, who were active, or who were not on a leave of absence, on that date (hereinafter referred to as “Employees”).

6. Employees received the email announcement from Paul Marchand, Executive Vice President, Human Resources, at the Charter work email address assigned to them.

7. A true and accurate copy of the October 6, 2017 email sent by Mr. Marchand to Employees (hereinafter referred to as “the Solution Channel Announcement”), is attached hereto as Exhibit A.

8. The Solution Channel Announcement indicated to Employees that they would be enrolled in the Program unless they opted out of the Program within 30 days. That 30-day period expired on November 5, 2017. The Solution Channel Announcement stated in part:

Unless you opt out of participating in *Solution Channel* within the next 30 days, you will be enrolled. Instructions for opting out of *Solution Channel* are also located on *Panorama*.

9. The Solution Channel Announcement included a link to the Solution Channel web page located on the Charter intranet site accessible to Employees, named *Panorama*. The Solution Channel web page was accessible to the Employees on Charter's network, and included additional information regarding the Program. A true and accurate copy of the Solution Channel web page content is attached as Exhibit B.

10. The Solution Channel web page accessible to Employees on *Panorama* included a reference and link to Charter's Mutual Arbitration Agreement. A true and accurate copy of the Mutual Arbitration Agreement accessible to Employees using that link is attached as Exhibit C.

11. The Solution Channel web page accessible to Employees on *Panorama* also included the following information:

Opting Out of Solution Channel

If you do not opt out of Solution Channel within the designated time, you will be automatically enrolled in Solution Channel and considered to have consented to the terms of the Mutual Arbitration Agreement at that time. To opt-out of Solution Channel, please **click here**. In the new window that will open, click Main Menu->Self-Service->Solution Channel.

12. Employees who wished to learn more about opting out of the Program could select the "**click here**" link, which launched the opening of the PeopleSoft sign-in web page.

13. Employees who signed into PeopleSoft using their regular network credentials could select "Self Service" from the main menu on the PeopleSoft home page, and then select "Solution Channel" from the SelfService menu. By selecting "Solution Channel", Employees

would land on a page within PeopleSoft, at which they could opt out of the Program (hereinafter referred to as the “PeopleSoft Solution Channel Page”). A true and accurate copy of the PeopleSoft Solution Channel Page is attached hereto as Exhibit D.

14. If Employees wished to opt out of the Program, they checked the box next to the phrase “I want to opt out of Solution Channel”, entered their name in an adjacent text field, and clicked “SAVE”. Employees had the option of printing this page for their records.

15. Employees who opted out of the Program by following the steps described in paragraph 14, received an email from Charter confirming that they exercised their right to opt out of the Program.

16. Employees who did not opt out of the Program by following the steps described in paragraph 14 on or before November 5, 2017, were enrolled in the Program. These enrolled Employees could then view their enrollment status in PeopleSoft by accessing PeopleSoft, selecting “Self Service” from the main menu on the PeopleSoft home page, and then selecting “Solution Channel” from the Self Service menu.

17. After November 5, 2017, Employees could no longer use the PeopleSoft Solution Channel Page to opt out of the Program.

18. Charter maintains within PeopleSoft a record of Employees who opted out of the Program between October 6 and November 5, 2017. I have access to this record.

19. I have access to and have reviewed the dates of employment of Candace Osborne in PeopleSoft, and confirmed that Candace Osborne was an employee of Charter on October 6, 2017.

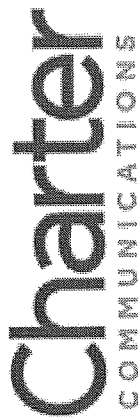
20. I also have access to and reviewed the list of Employees to whom the Solution Channel Announcement was emailed on October 6, 2017, and have confirmed that Candace Osborne was included in this distribution list.

21. I have also reviewed Charter's record of Employees who opted out of the Program between October 6 and November 5, 2017, and have confirmed that Candace Osborne did not opt out of the Program during that period.

22. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 21st day of December, 2018, in Charlotte, North Carolina.

Jamie C. Knapper



October 6, 2017

We should all take personal pride in ensuring our company acts with integrity and respect. We strive to do the right thing – no matter the circumstance or the situation.

Our reputation and the creation of long-term value rest on how we conduct ourselves individually and collectively as a company. In this regard, our behavior is governed by the standards, guidelines and policies outlined in a few key resources. These resources explain what you should expect in the workplace, as well as the company's expectations of you.

Our *Code of Conduct* embodies our business ideals, describes behavior employees should strive to model, and provides the framework for reporting ethical concerns in the workplace. The *Employee Handbook* sets forth the policies, guidelines and rules that govern workplace behavior. Further integrating our three legacy companies, we have refreshed Charter's *Code of Conduct* and *Employee Handbook* to ensure we're all abiding by the same standards. The basic principles and values that guide our daily decisions remain unchanged. The *Code of Conduct* and *Employee Handbook* are available on Panorama. The *Employee Handbook* includes references and links to various policies. We also have various business unit policies and other corporate policies to guide our activity. You are encouraged to review and familiarize yourself with the *Code of Conduct*, the *Employee Handbook* and these additional policies. We'll continue to see success in the marketplace by putting our customers first, acting with integrity and making professionalism our daily routine.

Even with clearly articulated standards, guidelines and policies, we understand that workplace conflicts arise from time to time. The vast majority of these will be appropriately resolved through informal channels (such as speaking directly to your supervisor, manager or local human resources representative), though we also recognize that some employment-based disputes may be better addressed through a more structured and formal resolution process, similar to the process that was already the standard at Time Warner Cable and for our senior executives, which

has covered over 40,000 Charter employees. In the unlikely event of a dispute not resolved through the normal channels, Charter has launched Solution Channel, a program that allows you and the company to efficiently resolve covered employment-related legal disputes through binding arbitration.

By participating in *Solution Channel*, you and Charter both waive the right to initiate or participate in court litigation (including class, collective and representative actions) involving a covered claim and/or the right to a jury trial involving any such claim. More detailed information about *Solution Channel* is located on Panorama. Unless you opt out of participating in *Solution Channel* within the next 30 days, you will be enrolled. Instructions for opting out of *Solution Channel* are also located on Panorama.

Thank you for doing your part to make Charter a positive, supportive and professional place to work. We are proud of our company and how we behave.

Paul Marchand

Executive Vice President,

Chief Human Resources Officer

Rick Dykhouse

Executive Vice President,

General Counsel and Corporate Secretary

E-MAIL CONFIDENTIALITY NOTICE:

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

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SOLUTION CHANNEL

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Solution Channel

Charter's Program for Resolution of Employment-Based Legal Disputes

Our Commitment

Charter is committed to creating and maintaining a work environment where employees are treated fairly, respectfully, honestly, professionally, and with integrity.

Dealing With Conflict in the Workplace

Charter offers a number of ways to address work-related concerns if they arise. Charter maintains an Open Door Policy that allows employees to freely share ideas, make suggestions, and express concerns informally and without repercussion. You are encouraged to confer with your supervisor, another leader, or the HR team, to discuss any employment-related ideas, suggestions, or concerns. Ethics or compliance issues should be reported through EthicsPoint.

Charter is confident that the vast majority of workplace conflicts will be appropriately resolved through less formal channels. However, we also recognize that there may be some employment-based disputes that are best addressed through a more structured and formal resolution process.

Introduction to Solution Channel

Solution Channel is a dispute resolution alternative developed by Charter, where a current employee, a former employee, an applicant for employment, or Charter can efficiently and privately resolve covered employment-based legal disputes. Solution Channel is not intended to be a substitute for the manner in which routine conflicts, concerns, and issues in the workplace are handled. Rather, it is reserved for the resolution of certain legal disputes that arise during the course of the employment and pre-employment relationship. Participation in Solution Channel means that you and Charter agree

to waive any right to participate in court litigation involving covered disputes and to arbitrate those disputes that are not successfully resolved following the internal review phase of the process.

At a Glance

Through Solution Channel, Charter is committed to reaching a mutually satisfactory resolution of covered legal disputes. The process involves multiple steps, any of which may result in resolution of the dispute. If necessary, the last step is final and binding arbitration of the dispute. Solution Channel offers a number of tangible benefits, including the following:

Fair, Equitable and Speedy Resolutions. It can take years to resolve a claim in court, but Solution Channel offers the opportunity to have claims heard and decided by a neutral arbitrator within a year after a claim is filed.

Cost Efficient. Charter pays for the arbitrator, the arbitration site, and the claim filing fees. The speedy resolution available through Solution Channel reduces the costs and attorneys' fees that might typically be incurred in court litigation.

Direct Involvement. Claims are decided by an independent, neutral arbitrator that the employee and Charter jointly select from a panel of experienced arbitrators.

Streamlined Procedures. Court litigation involves numerous hearings, depositions, and other proceedings, but arbitrations involve fewer steps, allowing a case to be resolved within a year of a claim being filed.

Key Documents

- Mutual Arbitration Agreement
- Program Guidelines

Submitting a Claim Through Solution Channel

To utilize Solution Channel, you must submit a claim online. To submit a claim or check the status of a claim you previously filed, go to www.CharterSolutionChannel.com.

Submitted claims will first be reviewed by Charter to determine whether they are covered by Solution Channel. If a claim is covered by Solution Channel, it will then be reviewed internally by Charter. Claims not resolved at this phase in the process may proceed to arbitration.



NOTICE

PLEASE READ THE FOLLOWING MUTUAL ARBITRATION AGREEMENT ("AGREEMENT") CAREFULLY. IF YOU ACCEPT THE TERMS OF THE AGREEMENT (WHETHER YOU ARE AN APPLICANT, CURRENT EMPLOYEE, OR FORMER EMPLOYEE), YOU ARE AGREEING TO SUBMIT ANY COVERED EMPLOYMENT-RELATED DISPUTE BETWEEN YOU AND CHARTER COMMUNICATIONS (CHARTER) TO BINDING ARBITRATION. YOU ARE ALSO AGREEING TO WAIVE ANY RIGHT TO LITIGATE THE DISPUTE IN A COURT AND/OR HAVE THE DISPUTE DECIDED BY A JURY.

MUTUAL ARBITRATION AGREEMENT

- A. **Arbitration Requirement.** You and Charter mutually agree that, as a condition of Charter considering your application for employment and/or your employment with Charter, any dispute arising out of or relating to your pre-employment application and/or employment with Charter or the termination of that relationship, except as specifically excluded below, must be resolved through binding arbitration by a private and neutral arbitrator, to be jointly chosen by you and Charter.
- B. **Covered Claims.** You and Charter mutually agree that the following disputes, claims, and controversies (collectively referred to as "covered claims") will be submitted to arbitration in accordance with this Agreement:
1. all disputes, claims, and controversies that could be asserted in court or before an administrative agency or for which you or Charter have an alleged cause of action related to pre-employment, employment, employment termination or post-employment-related claims, whether the claims are denominated as tort, contract, common law, or statutory claims (whether under local, state or federal law), including without limitation claims for: collection of overpaid wages and commissions, recovery of reimbursed tuition or relocation expense reimbursement, damage to or loss of Charter property, recovery of unauthorized charges on company credit card; claims for unlawful termination, unlawful failure to hire or failure to promote, wage and hour-based claims including claims for unpaid wages, commissions, or other compensation or penalties (including meal and rest break claims, claims for inaccurate wage statements, claims for reimbursement of expenses); unlawful discrimination or harassment (including such claims based upon race, color, national origin, sex, pregnancy, age, religion, sexual orientation, disability, and any other prohibited grounds), claims for unlawful retaliation, claims arising under the Family Medical Leave Act, Americans with Disabilities Act or similar state laws, including unlawful denial of or interference with a leave of absence, claims for unlawful denial of accommodation or failure to engage in the interactive process, whistleblower claims, claims for violations of the Sarbanes-Oxley Act, claims for violations of Occupational Safety and Health Administration or other safety or occupational health, whether arising before, during or after the termination of your employment, claims related to background and any and all other pre-employment and employment checks, including any claims brought under the Fair Credit Reporting Act and/or similar federal, state or local statutes or ordinances;
 2. all disputes, claims, and controversies set forth in Section B.1 above, whether made against Charter, or any of its subsidiaries, parent, or affiliated entities, or its individual officers, directors, shareholders, agents, managers, or employees (in an official or personal capacity, if such claim against the employee arises from or in any way relates to your pre-employment or employment relationship with Charter); and
 3. all disputes related to the arbitrability of any claim or controversy.



C. **Excluded Claims.** All other claims not covered under Section B above will not be submitted to arbitration under this Agreement. In addition, the following claims are specifically excluded from arbitration under this Agreement:

1. Claims for workers' compensation benefits (other than retaliation for pursuing such claims);
2. Claims for unemployment compensation benefits (other than retaliation for pursuing such claims);
3. Claims arising under the National Labor Relations Act;
4. Claims for violations of the Employee Retirement Income Security Act of 1974, or for breach of employee benefits or welfare plans that contain procedures for resolution of disputes under those plans, which shall be governed by those procedures;
5. Claims arising under the Health Insurance Portability and Accountability Act of 1996;
6. Claims for injunctive or other equitable relief related to unfair competition and the taking, use or unauthorized disclosure of trade secrets or confidential information;
7. Claims arising under separation or severance agreements or non-compete agreements (unless arbitration is provided for under the terms of the agreement);
8. Claims related to corrective action or other performance management that does not result in termination of employment;
9. Claims older than the statute of limitations applicable to such claims;
10. Claims of theft or embezzlement or any criminal conduct;
11. Claims over the validity of any party's intellectual property rights;
12. Any claims covered by a collective bargaining agreement, a severance agreement, or a written employment contract (although nothing in this Agreement shall limit the applicability of any arbitration or other dispute resolution provision contained in those agreements);
13. Any claims expressly non-arbitrable by statute, including 12 U.S.C. §5567(d)(2); 7 U.S.C. §26(n); or 18 U.S.C. §1514A(e)(2);
14. Any claims that have already been filed in federal or state court at the time you execute this Agreement, provided that such claims were not previously subject to any arbitration agreement.

Nothing in this Agreement shall prevent you from filing and pursuing the following: an administrative proceeding before the Equal Employment Opportunity Commission (EEOC) or an equivalent state or local agency (although if you choose to pursue the claim, any proceeding on the merits or for damages will be subject to arbitration); a proceeding before the National Labor Relations Board (NLRB); a claim for medical and/or disability benefits under applicable workers' compensation laws; or a claim for unemployment compensation benefits.

D. **Individual Claims Limitation and Representative, Collective, and Class Action Waiver.** You and Charter agree that both parties may only bring claims against the other party in their individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, whether those claims are covered claims under Section B, or excluded claims under Section C. Additionally, the arbitrator shall not be permitted to order consolidation of claims or a representative, class, or collective, arbitration.



- E. **Time Limits.** The aggrieved party must give written notice of the claim, in the manner required by this Agreement, within the time limit established by the applicable statute of limitations for each legal claim being asserted. To be timely, any claim that must be filed with an administrative agency or body as a precondition or prerequisite to filing the claim in court, must be filed with Solution Channel within the time period by which the charge, complaint or other similar document would have had to be filed with the agency or other administrative body. Whether a demand for arbitration is untimely is an affirmative defense, and will be decided by the arbitrator before any hearing on the merits of the aggrieved party's claim. If you file a charge or complaint with an administrative agency or body, any participation by Charter in the proceeding shall not be deemed a waiver of your obligation to arbitrate your claims pursuant to this Agreement. You agree not to assert, and agree to waive, any argument that Charter's participation in such a proceeding acts as a waiver or modification of the parties' agreement to arbitrate.
- F. **Claim.** To pursue arbitration of a dispute under this Agreement, you must first submit a written claim at www.CharterSolutionChannel.com, a site hosted by a third party designated by Charter. In your claim, you must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, and (3) include a sworn verification that the dispute is covered by this Agreement and that the information submitted in the notice is accurate. In the event that Charter intends to seek arbitration of a dispute under this Agreement, it must send by certified mail to the individual's last known address, a written claim that meets the requirements of this Section F.
- G. **Location.** Any arbitration hearing conducted under this Agreement will take place within 100 miles of the Charter office to which you last reported during your employment as of the date of the filing of the Notice, or the Charter office at which you sought employment, unless another location is mutually selected by the parties.
- H. **Selection of Arbitrator.** The arbitration shall be held before one arbitrator who is a current member of the American Arbitration Association (AAA) and is listed on the Employment Dispute Resolution Roster. Within 45 days after submission of the claim, Charter will request from the AAA a list of at least five arbitrators willing to hear and decide the dispute. Within 20 days after receipt of the list from the AAA, the parties will select an arbitrator to hear and resolve the dispute and will notify the AAA of the selection of an arbitrator.
- I. **Conduct of Arbitration.**
1. *Rules.* Arbitration hearings will be conducted pursuant to the Solution Channel Program Guidelines and the arbitrator shall have the sole authority to determine whether a particular claim or controversy is arbitrable.
 2. *Authority of the Arbitrator.* The arbitrator will decide all discovery disputes related to the arbitration. Unless the parties agree to submit written arguments in lieu of a hearing on the merits of the claim[s], the arbitrator will schedule and conduct an evidentiary hearing, at which the arbitrator will hear testimony and receive evidence. The arbitrator shall apply the governing law applicable to any substantive claim asserted, including the applicable law necessary to determine when the claim arose and any damages.
 3. *Waiver of Hearing.* The parties may, at any time prior to a hearing, mutually agree to forego a hearing, and instead submit all evidence and argument to the arbitrator in writing.
 4. *Burden of Proof.* The arbitrator will apply the burdens of proof and law applicable to the claim, had the claim been adjudicated in court.
 5. *Decision.* The arbitrator will issue a decision within 30 days after the close of an arbitration hearing, or at a later time on which the parties agree. The decision will be signed and dated by the arbitrator, and will contain



express findings of fact and the legal reasons for the decision and any award, except as otherwise provided for under the Federal Arbitration Act.

- J. **Enforcement of the Decision.** Judgment on the arbitrator's decision may be entered in any court having jurisdiction over the matter, within 45 days following its issuance.
- K. **Arbitration Costs.** Charter will pay the AAA administrative fees and the arbitrator's fees and expenses. All other costs, fees and expenses associated with the arbitration, including without limitation each party's attorneys' fees, will be borne by the party incurring the costs, fees and expenses. The parties agree and acknowledge, however, that the failure or refusal of either party to submit to arbitration as required by this Agreement will constitute a material breach of this Agreement. If any judicial action or proceeding is commenced in order to compel arbitration, and if arbitration is in fact compelled or the party resisting arbitration submits to arbitration following the commencement of the action or proceeding, the party that resisted arbitration will be required to pay to the other party all costs, fees and expenses that they incur in compelling arbitration, including, without limitation, reasonable attorneys' fees.
- L. **Jury Trial and Litigation Waiver.** You and Charter understand that, by agreeing to arbitration, both parties are waiving their right to demand a jury in any claim that is subject to arbitration under this Agreement. In addition, in the event a dispute between you and Charter is not arbitrable under this Agreement for any reason and is pursued in court, you and Charter agree to waive any right to a jury trial that might otherwise exist. Although this Agreement does not preclude either party from filing timely charges with any applicable administrative agency, neither party will ever seek or accept any damages, remedies, or other relief (any right to which is hereby waived) except through the binding arbitration process set forth in this Agreement.
- M. **Conflicts.** In the event of a conflict between this Agreement and the Solution Channel Program Guidelines, the terms of this Agreement will control.
- N. **No Retaliation.** Charter will not retaliate against you for seeking, in good faith, to resolve a dispute pursuant to this Agreement.
- O. **Employment-At-Will.** This Agreement in no way alters the at-will employment relationship between you and Charter. You and Charter are free to terminate the employment relationship at any time for any lawful reason, and your employment is not for any specific duration.
- P. **Entire Agreement.** This Agreement sets for the complete agreement of the parties on the subject of resolution of the covered disputes, and supersedes any prior or contemporaneous oral or written understanding on this subject; provided, however, that this Agreement will not apply to the resolution of any charges, complaints, or lawsuits that have been filed with an administrative agency or court before the Effective Date of this Agreement.
- Q. **Severability.** The parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable. However, if any portion or provision of this Agreement (including, without implication of limitation, any portion or provision of any section of this Agreement) is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this Agreement shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this Agreement. The only exception to this severability provision is, should the dispute involve a representative, collective or class action claim, and the representative, collective, and class action waiver (Section D) is found to be



invalid or unenforceable for any reason, then this Agreement (except for the parties' agreement to waive a jury trial) shall be null and void with respect to such representative, collective, and/or class claim only, and the dispute will not be arbitrable with respect to such claim(s).

- R. **Federal Arbitration Act.** This Agreement will be governed by the Federal Arbitration Act.
- S. **Consideration.** You agree that Charter has offered you sufficient consideration for this Agreement, including, without limitation, consideration of your application for employment with Charter, your employment with Charter, and/or Charter's mutual agreement to arbitrate disputes.
- T. **Termination.** This Agreement survives the termination of your employment with Charter (including if you are later re-employed by and/or if your employment with Charter terminates again).
- U. **Voluntary.** You acknowledge that you have carefully read this Agreement, fully understand what it means, and are entering into it voluntarily.
- V. **Effective Date.** This Agreement is effective and you are legally bound by the terms of Charter's Solution Channel and this Agreement, as of the date of your consent to participate in Solution Channel.

Solution Channel

After having carefully considered its components, I am opting out of Solution Channel. By opting out, I understand and agree that I am not required to participate in Solution Channel. I also understand that if I am already subject to another arbitration agreement, I will remain subject to that agreement. I am only opting out of Solution Channel by completing this form.

I ALSO UNDERSTAND THAT IF I DO NOT OPT OUT, I AM SPECIFICALLY CONSENTING TO PARTICIPATION IN SOLUTION CHANNEL.

Electronic Opt-Out Acknowledgment

☒ I want to opt out of Solution Channel

Last Update Date/Time: 01/11/2018 9:00:21AM